



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution authorizing City Manager to execute Communications Equipment and Property Joint Use Agreement with San Joaquin County (ISD)

MEETING DATE: October 4, 2006

PREPARED BY: Information Systems Manager

RECOMMENDED ACTION: That the City Council adopt a resolution authorizing the City Manager to execute a Communications Equipment and Property Joint Use Agreement between the City of Lodi and San Joaquin County.

BACKGROUND INFORMATION: The City of Lodi has requested permission from San Joaquin County to establish a standby wireless connection to the County's network to be activated in the case of an emergency or disaster, when traditional wired connections may not be operational or available. The standby connection will eventually require installation of additional equipment at both City and County sites, the cost for which will be borne by the City. Many of those costs may be covered by public safety grant monies.

It is the County's policy to enter into a reciprocal agreement with other agencies who request connection to their infrastructure. The proposed Agreement provides ongoing permission to both parties for the future installation of computer, network and radio equipment as may be needed, in addition to formalizing permission for equipment that's already been installed by both parties.

For example, the tower behind City Hall sits on City property but the structure belongs to the County and is primarily used for public safety radio and data communications. In addition to the communications benefit the City enjoys from the tower placement, the City has also been allowed to hang antennas from the structure for its own purposes. The Agreement recognizes each party's rights and responsibilities now and in the future with respect to each other's electronic equipment use and placement. The Agreement also indemnifies both parties against any damage or injury to any person or property.

The City Attorney has reviewed the Agreement and given his approval of the language.

There is no funding required for this Agreement, and the County will not charge any fees for the emergency standby network connection.

Staff recommends approval of the Agreement based on the need to provide a standby connection to the County's network in case of an emergency or disaster.

FISCAL IMPACT: None.

APPROVED:

Blair King, City Manager

FUNDING AVAILABLE:

None required.


Jim Krueger, Deputy City Manager

Prepared by Steve Mann

COMMUNICATIONS EQUIPMENT AND PROPERTY JOINT USE AGREEMENT

This Joint Use Agreement is made and entered into on _____,
by and between the County of San Joaquin (hereinafter "COUNTY") and the City of
Lodi (hereinafter "CITY").

R E C I T A L S

WHEREAS, to facilitate centralization of radio communication services and implement the goals set forth in the Master Radio Communications Plan for the San Joaquin Operational Area, it will be necessary for the COUNTY to utilize property owned by the CITY to operate communications infrastructure currently owned and operated by the COUNTY and made available for the CITY'S installation of additional infrastructure.

WHEREAS, COUNTY and the CITY each own and operate a communications infrastructure; and

WHEREAS, COUNTY and CITY desire to enter into an agreement whereby COUNTY and CITY have joint use of communications facilities, sites and equipment within the COUNTY and CITY.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. DEFINITIONS:

- a) **ACCESS** means reasonable entry onto designated facilities for installation, maintenance, testing or repair of communications equipment and extends to authorized outside agencies and personnel acting under direction of the contracting parties.
- b) **COMMUNICATIONS EQUIPMENT** includes, but is not limited to any realty, facility, building, room, tower, antenna, repeater, receiver, transmitter, generator, microwave, cable, or other area, structure, system or equipment used for communications.

2. RESPONSIBILITIES:

- a) CITY will provide and grant to COUNTY access to, and use of, CITY'S radio communications facilities and sites for installation of equipment located in the city of Lodi, California, subject to prior notice and approval of CITY.

- b) COUNTY currently has installed communications equipment on sites belonging to the CITY located at 221 W. Pine Street. Said communications equipment shall include but not be limited to the installation of radio, microwave and data communications equipment. The COUNTY upon the agreement of the CITY may install additional communications equipment.
- c) COUNTY currently has installed data equipment on sites belonging to the CITY located at 221 W. Pine Street. Said data equipment shall include but not be limited to the installation of appropriate electronic components. The COUNTY upon agreement of the CITY may install additional data equipment.
- d) COUNTY may install additional equipment in CITY'S equipment room located at 221 W. Pine Street. Said equipment shall include but not be limited to the installation of radio, microwave and data communications equipment.
- e) COUNTY will provide and grant to CITY access to other COUNTY communication sites, as needed, and use of COUNTY's radio communications tower for installation of antennas subject to prior approval from the COUNTY.
- f) The parties agree to exclusive use of Motorola certified technicians and a Motorola certified service facility. Service providers shall demonstrate product or system competence with a manufacturer training certification. Motorola R56 standards and guidelines shall be followed at all sites. All service providers used by the parties shall have a valid State of California C7 electrical contractor's license.
- g) CITY and COUNTY each shall pay all costs for installation, maintenance, repair, taxes or fees for their respective communications equipment. Any increase in such costs caused by or resulting from any use or activity by the other party shall be borne by the party responsible for such added costs. The CITY shall provide at no cost to the COUNTY electricity sufficient for operation of the communications equipment installed under this Agreement.
- h) LIMITATIONS. Any communications equipment installation or use by the COUNTY under this Agreement is subject to prior approval by an authorized agent of the CITY, and must not substantially degrade or interfere with use of existing

communications equipment of the CITY. Any communications equipment installation or use by the CITY located on or attached to the communications equipment of the COUNTY under this Agreement is subject to prior approval by an authorized agent of the COUNTY.

3. TERM OF AGREEMENT AND TERMINATION PROCEDURES:

This Agreement shall remain in effect until terminated by the parties. This Agreement may be terminated by either party without cause upon the giving of two (2) months' notice. This Agreement may be terminated without complying with the two-month notice requirement for the sole cause of nonperformance by the other party. Upon termination of this Agreement, the COUNTY shall have the option of removing any of its Communications Equipment installed under this Agreement. Any Communications Equipment the COUNTY opts not to remove shall become the property of the CITY.

4. RELATIONSHIP OF THE PARTIES:

Neither party to this Agreement is the agent, employee, partner, joint venturer, contractor or sub-contractor of the other party. Each party shall be responsible for its own Workers' Compensation, insurance and other obligations consistent with law and this Agreement. Each party shall require any independent contractor or sub-contractor allowed to work on or in contact with the communications equipment covered under this Agreement to provide its own Workers' Compensation and liability insurance.

5. INDEMNIFICATION:

COUNTY agrees to defend and hold harmless CITY for and on account of any damage or injury to any person or property of any person which is due to any fault of COUNTY, its officers, agents, or employees. CITY agrees to defend and hold COUNTY free and harmless for and on account of any damage or injury to any person or property of any person which is due to any fault of CITY, its officers, agents, or employees. The indemnification called for under this section shall not extend to Worker's Compensation payments or Worker's Compensation claims involving employees of either party.

6. INSURANCE:

CITY and COUNTY shall secure and maintain at their own expense during the life of this Agreement Workers' Compensation and other insurance coverage in the forms and amounts acceptable to each party.

7. DESTRUCTION OF COMMUNICATIONS EQUIPMENT

In the event of the destruction of the Communications Equipment installed under this Agreement, this Agreement shall terminate unless both the parties agree to rebuild or repair the Communications Equipment and continue this Agreement in effect. Destruction shall mean that the Communications Equipment has sustained damage in an amount such that repairing the damage would cost the same as or more than replacing the Communications Equipment with new equipment.

8. NOTICES

Any notice, tender, delivery, or notice to be given hereunder by either party to the other may be effected by personal delivery, in writing, or by mail, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below, but each party may change its address by delivery of written notice in accordance with this paragraph:

TO CITY: City of Lodi
Attn: City Manager
221 W. Pine Street
P.O. Box 3006
Lodi, CA 95241

TO COUNTY: County of San Joaquin
Attn: Communications Officer
4520 W Eight Mile Rd
Stockton, CA 95209

9. ATTORNEY'S FEES:

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation or arbitration of the dispute shall be entitled to recover reasonable attorney's fees, costs and expenses of litigation or arbitration from the party who does not prevail.

10. TRANSFERABILITY:

This Agreement shall be nontransferable.

11. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of California.

12. VENUE

Venue for any dispute arising under this agreement shall be in the county of San Joaquin.

13. SEVERABILITY:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

14. CAPTIONS:

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

15. ENTIRE AGREEMENT:

This Agreement represents the entire and integrated agreement between CITY and COUNTY and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by CITY and COUNTY.

16. AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

17. EFFECTIVE DATE OF SERVICE:

The Agreement shall become effective on December 1, 2006.

IN WITNESS WHEREOF, this Agreement has been executed by the respective parties hereto through their respective authorized officers the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____
Deputy City Attorney

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy County Counsel

SAN JOAQUIN COUNTY BOARD OF SUPERVISORS

By: _____
DARIO L. MARENCO
Chairman of the Board

LODI CITY MANAGER

By: _____

RESOLUTION NO. 2006-180

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
COMMUNICATIONS EQUIPMENT AND PROPERTY
JOINT USE AGREEMENT WITH SAN JOAQUIN COUNTY

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Communications Equipment and Property Joint Use Agreement with the County of San Joaquin, establishing a standby wireless connection to the County's network to be activated in the case of an emergency or disaster, for use when traditional wired connections may not be available.

Dated: October 4, 2006

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I hereby certify that Resolution No. 2006-180 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 4, 2006, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hansen, Johnson, Mounce,
and Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


JENNIFER M. PERRIN
Interim City Clerk